

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F7CDMO310001		PAGE 1 OF 9			
2. CONTRACT NO. FA3010-04-C-0002		3. AWARD/EFFECTIVE DATE 01-Oct-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER F22600-03-R-0009			
7. FOR SOLICITATION INFORMATION CALL		a. NAME ANNIE L. ENGLISH			b. TELEPHONE NUMBER (No Collect Calls) 228-377-1826		6. SOLICITATION ISSUE DATE 01-Jul-2003		
9. ISSUED BY 81ST CONTRACTING SQUADRON ANNIE ENGLISH 310 M STREET, RM 102 KEESLER AFB MS 39534-2147 TEL: 228-377-1826 FAX: 228-377-3298		CODE FA3010		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7389 SIZE STANDARD: \$6 Mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO 81 CES DORM MANAGEMENT- F7CDMO MSGT BRETT LONG BLDG 4904, RM 127 KEESLER AFB MS 39534-2115		CODE F7CDMO		16. ADMINISTERED BY 81ST CONTRACTING SQUADRON ANNIE ENGLISH 310 M STREET, RM 102 KEESLER AFB MS 39534-2147		CODE FA3010			
17 a. CONTRACTOR/ OFFEROR SWR INC. TIM SWINDALL HWY 231, P.O. BOX 1128 TROY AL 36081-1128 TEL. 334-566-4648		CODE 0BFK2		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY DFAS-SAV/FVD (1-888-478-5636) 500 MCCULLOUGH AVE SAN ANTONIO TX 78215-2100		CODE F60700	
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21 QUANTITY		22. UNIT		23. UNIT PRICE	
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$136,949.40		
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				COPIES		29. AWARD OF CONTRACT: REFERENCE <u>SWR Inc</u> <input checked="" type="checkbox"/> OFFER DATED <u>30-Jul-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41 c. DATE		42a. RECEIVED BY (Print)				
					42b. RECEIVED AT (Location)				
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Provide management, labor, tools, equipment, transportation, and materials to operate the Furnishings Management Office in accordance with the Statement of Work for the period 1 Oct 03 through 30 Sep 04	12	Months		
0002	REIMBURSABLE PARTS – Used in the repair, maintenance, or replacement of furnishings	NOT	TO	EXCEED	

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	Provide management, labor, tools, equipment, transportation, and materials to operate the Furnishings Management Office in accordance with the Statement of Work for the period 1 Oct 04 through 31 Mar 05	6	Months		
1002	REIMBURSABLE PARTS – Used in the repair, maintenance, or replacement of furnishings	NOT	TO	EXCEED	

ITEM NO	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	Provide management, labor, tools, equipment, transportation, and materials to operate the Furnishings Management Office in accordance with the Statement of Work for the period 1 Apr 05 through 30 Sep 05	6	Months		
2002	REIMBURSABLE PARTS – Used in the repair, maintenance, or replacement of furnishings	NOT	TO	EXCEED	

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QTY	FOB	SHIP TO ADDRESS
0001	POP 01-OCT-03 TO 30-SEP-04	Months	12.00	Dest.	81 CES DORM MANAGEMENT-F7CDMO -- BRETT LONG BLDG 4904, RM 127 KEESLER AFB MS 39534-2115
0002	POP 01-OCT-03 TO 30-SEP-04	Lump Sum	1.00	Dest.	Same as CLIN 0001
1001	POP 01-OCT-04 TO 31-MAR-05	Months	6	Dest.	Same as CLIN 0001
1002	POP 01-OCT-04 TO 31-MAR-05	Lump Sum	1.00	Dest.	Same as CLIN 0001
2001	POP 01-APR-05 TO 30-SEP-05	Months	6	Dest.	Same as CLIN 0001
2002	POP 01-APR-05 TO 30-SEP-05	Lump Sum	1.00	Dest.	Same as CLIN 0001

ACCOUNTING AND APPROPRIATION DATA

5743400

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Inspection and acceptance of the services will be performed at Keesler AFB, MS, by 81 CES/CEH.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc. which may be changed unilaterally by the government.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AFFARS)(JUN 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names and social security number of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and a base picture ID card to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

Reference clause 52.228-5 INSURANCE -WORK ON A GOVERNMENT INSTALLATION

The contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

(a) **Workman's Compensation and Employers Liability Insurance** as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability of **\$100,000**.

(b) **General Liability Insurance.** Bodily injury liability insurance, in the minimum of **\$500,000** per occurrence shall be required on the comprehensive form of policy.

(c) **Automobile Liability Insurance.** This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobile used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

LIST OF ATTACHMENTS/EXHIBITS

Attachment 1	Statement of Work dated 30 June 2003	10 Pages
Attachment 2	Wage Determination 94-2302 (Rev 16)	8 Pages

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

(a) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of the basic clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **15 calendar days** prior to the expiration date of the contract.

For the purpose of the clause, the date mailed or otherwise furnished to the contractor will be considered notification.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 calendar days** prior to expiration of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **30 months**.

(d) For the purpose of the clause, the date mailed or otherwise furnished to the contractor will be considered notification.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Grade Equivalent & Monetary Wage-</u>	<u>Fringe Benefits</u>
01400 Supply Technicians	GS-7 \$14.38/hour	32.85%
21040 Material Handling Laborer	WG-2 \$12.01/hour	32.85%

a. Total fringe benefits factor is \$32.85%.

b. Contribution of 24.0 percent of basic hourly rate for retirement, 5.7 percent for insurance (health and life), 1.7 percent for other fringe benefits, and 1.45 percent for Medicare.

c. Ten paid holidays as follows: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(a) 2 hours of annual leave each week for an employee with less than 3 years of service; (b) 3 hours of annual leave each week for an employee with 3 but less than 15 years of service; (c) 4 hours of annual leave each week for an

employee with 15 years of service. (In the foregoing clause, the basic hourly rate by classification above shall be Wage Board Pay Schedule step 2 for non-supervisory service employees and step 3 for supervisory service employees)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)